

7138
1 BILL NO. S-78-07-20

2 SPECIAL ORDINANCE NO. S-122-78

3 AN ORDINANCE approving a contract for
4 Sidewalk & Curb Improvement Resolution
5 No. 5800-1978, between the City of Fort
6 Wayne, Indiana and Carrington & Associ-
ates, Inc., for construction of a new
sidewalk and curb at 1436 S. Anthony Blvd.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

9 SECTION 1. That a certain contract, dated July 17, 1978, between
10 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
11 Public Works, and Carrington & Associates, Inc., for:

12 construction of a sidewalk and curb on
13 Hayden Street (1436 S. Anthony Blvd.)
14 from the west curb line of South Anthony
Boulevard to the first alley west there-
of to a width of five feet,

15 under Board of Public Works Sidewalk and Curb Improvement Resolution
16 No. 5800-1978, at a total cost of \$5,472.10, all as more particularly set
17 forth in said contract which is on file in the Office of the Board of
18 Public Works and is by reference incorporated herein and made a part hereof,
19 be and the same is in all things hereby ratified, confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force and effect
21 from and after its passage and approval by the Mayor.

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23 
24 Councilman

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32 APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-25-78

Charles W. Winterman
CITY CLERK

Read the third time in full and on motion by Knicks,

seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-8-78

Charles W. Winterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-122-78 on the 8th day of August, 1978.

ATTEST: (SEAL)

Charles W. Winterman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th

day of August, 1978, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Winterman
CITY CLERK

Approved and signed by me this 12th day of August, 1978,

at the hour of 3:00 o'clock P. M., E.S.T.

Ralph Elmer Long
MAYOR

Bill No. S-78-07-20

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Sidewalk & Curb Improvement Resolution
No. 5800-1978, between the City of Fort Wayne, Indiana and Carrington &
Associates, Inc., for construction of a new sidewalk and curb at 1436 S.
Anthony Blvd.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

8-8-78 CONCURRED IN

DATE 8-8-78 CHARLES W. WESTERMAN, CITY CLERK

66-90-13 7/17/78

BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION**CONTRACT**This Agreement, made and entered into this 17 day of July, 1978

by and between _____

-----CARRINGTON & ASSOCIATES, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5800-1978: To construct sidewalk and curb on Hayden Street (1436 S. Anthony Blvd.) from the west curb line of South Anthony Boulevard to the first alley west thereof to a width of five feet.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5800-1978 attached hereto and by reference made a part hereof.

ment Resolution No. 5800-1978 and at the following price per lineal foot

At the following prices:

Curb Removal	Two dollars and twenty-five cents per lineal foot	2.25
New Curb Type III	Six dollars and seventy cents per lineal foot	6.70
Sidewalk Removal	Seven dollars and fifty cents per square yard	7.50
New 4" Sidewalk	Two dollars and forty cents per square foot	2.40
New 6" Wingwalk (including ramp)	Two dollars and eighty cents per square foot	2.80
Topsoil	Ten dollars and no cents per ton	10.00
Grading & Sod	Four dollars and fifty cents per square yard	4.50
Sealing Curbs (Hydrozo Clear Coating)	No dollars and thirty cents per lineal foot	0.30
Sealing Sidewalk & Corner Wingwalk	One dollar and eighty cents per square yard	1.80
TOTAL	Five thousand four hundred seventy-two dollars and ten cents	\$5,472.10

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment, under municipal contracts, is attached and incorporated herein by reference. Exhibit "A"

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5800-1978 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Sept. 1, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 26th

day of June, 19 78

ATTEST:

Ruth E. Carrington
Corporate Secretary

CARRINGTON & ASSOCIATES, INC.

BY: Donald S. Carrington

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Nursula Miller
Secretary and Clerk

Edward W. Parma

May G. Scott

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY.

Larry J. Burke
CITY ATTORNEY
Present

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Exhibit 'A'

SIDEWALK IMPROVEMENT RESOLUTION

No. 5800-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
that it is deemed necessary to construct sidewalk ~~on~~ and curb on Hayden Street
(1436 S. Anthony Blvd.)

from the west curb line of South Anthony Blvd.

to the first alley ~~on the west thereof~~

to a width of five (5) feet.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered. ^{50%} curb cost assessed Property C
^{75%} of sidewalk cost ^{50%} " " " City
~~The cost of said improvement~~ shall be assessed upon the real estate abutting on said Hayden
Street as above described and ^{upon} the City of Fort Wayne, Indiana, if the said city is
benefited by said improvement, all according to the method and manner provided for in an Act of the General
Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6,
1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of ^{six} per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____, 19____

BOARD OF PUBLIC WORKS:

Edward J. P. Man
May 9 1978

LIABILITY BOND

Know All Men by These Presents, That we -----

-----CARRINGTON & ASSOCIATES, INC.-----

as principal, and -----

-----FIREMEN'S INSURANCE COMPANY OF NEWARK, N.J.-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIVE THOUSAND

FOUR HUNDRED SEVENTY-TWO DOLLARS AND TEN CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$5,472.10) -----

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 26th day of June, 1978

ATTEST:

CARRINGTON & ASSOCIATES, INC. (SEAL)

Lucia E. Carrington
Corporate Secretary

BY: Lucia E. Carrington (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 17 day of July, 1978

ATTEST:

Elizabeth P. Pomeroy
May J. Scott
Board of Public Works.

Mrs. Paula Miller
Secretary and Clerk

SURETY: FIREMEN'S INSURANCE COMPANY
of Newark, N.J.

COMPLETED IN STREET ENGINEERING DEPARTMENT

June 21, 1978

By: James J. Miller
Attorney-in-fact

GUARANTY BOND

Know All Men by These Presents, That we _____

-----CARRINGTON & ASSOCIATES, INC.----- Contractors

as principal, and _____

-----FIREMEN'S INSURANCE COMPANY OF NEWARK, N.J.----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIVE THOUSAND

FOUR HUNDRED SEVENTY-TWO DOLLARS AND TEN CENTS-----

(\$ 5,472.10.)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----CARRINGTON & ASSOCIATES, INC.-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Resolution No. 5800-1978: ~~Street work~~ To construct sidewalk and curb

on Hayden Street (1436 S. Anthony Blvd.) from the west curb line of South

Anthony Boulevard to the first alley west thereof to a width of five feet.

-----according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

CARRINGTON & ASSOCIATES, INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 26th day of June, 1978

ATTEST:

Keith E. Carrington
Corporate Secretary

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: *Quall S. Carrington* (SEAL)

ITS: President (SEAL)

Approved this 17 day of July, 1978

ATTEST:

Edward D. DeMa

Secretary and Clerk

Max G. Scott

Board of Public Works.

SURETY:

FIREMEN'S INSURANCE COMPANY of Newark, N.J.

By: *Jean Miller*
Attorney-in-fact

FIREMEN'S INSURANCE COMPANY

OF NEWARK, NEW JERSEY

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Harlan J. Miller, Jr. or Joan Filler both of Fort Wayne, Indiana, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of One Hundred Thousand (\$100,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February, 1975.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by one of its Assistant Vice Presidents this 22nd day of April, 1975.

Attest:

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

By

Eugene P. Dougherty
Eugene P. Dougherty, Assistant Vice President



R. K. Ruesch
R. K. Ruesch, Senior Vice-President

STATE OF NEW YORK,

COUNTY OF NEW YORK,

ss.:

On this 22nd day of April, 1975, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Senior Vice President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Herbert Hoffman
HERBERT HOFFMAN
NOTARY PUBLIC, State of New York
No. 52-1821035 Qual. in Suffolk County
Cert. filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1979

I, the undersigned, an Assistant Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 26 day of June, 1978



James M. Keane
James M. Keane, Assistant Secretary

21 Bond 4315D

751 Printed in U.S.A.

RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, **ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE, 1978.**

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.17		6¢		7	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
	S	11.60	50	1¢+30		6	
ELECTRICIAN	S	10.91	74½	56	8¢	6	
ELEVATOR CONSTRUCTOR	S	10.20		25	40	4	25¢holiday
GLAZIER	S	11.20	90	1.05		2	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.70-8.60	70	50		9	
	S-US-SS	7.60-8.45	70	50		9	
	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
	S	10.50		6¢		7	2if
MILLWRIGHT & PILEDRIVER	S-SS US	7.90-11.00	40	55		8	
	S-SS-US	8.16-10.87	55	65		8	
	S-SS-US	8.00-10.30	40	40		5	
	S	8.60-9.60	42	45		10	6misc
PAINTER	S	9.71	60	40			
PLASTER	S	11.60	55	90		7	4if
PLUMBER & STEAMFITTER	S	8.10-10.10					
MOSAIC & TERRAZZO GRINDER	S	10.15		10			
ROOFER	S	11.48	50	60		10	11if
SHEETMETAL WORKER	S-SS US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Mar, 1978

Wayne T. Kessler
 REPRESENTING GOVERNOR, STATE OF IND

Henry R. McWhorter
 REPRESENTING THE AWARDED AGENT.

Fred M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

Exhibit "C"

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

Exhibit "D"

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4138

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - SIDEWALK & CURB IMPROV. RESOL. #5800-78 - 1436
S. ANTHONYDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE CONTRACT FOR SIDEWALK & CURB IMPROVEMENT RESOLUTION NO. 5800-78, HAYDENSTREET FROM THE WEST CURB LINE OF SOUTH ANTHONY BLVD. TO THE FIRST ALLEY WEST THEREOFTO A WIDTH OF FIVE FEET, ADDRESS KNOWN AS 1436 SOUTH ANTHONY BLVD.INSTALLATION OF NEW SIDEWALK & CURB. CARRINGTON & ASSOC., CONTRACTOR FOR \$5472.10(CONTRACT ATTACHED)EFFECT OF PASSAGE CONSTRUCTION OF NEW SIDEWALK & CURB AT ABOVE-DESCRIBED ADDRESSEFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SIDEWALK & CURBMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) PROPERTY OWNER UNDER BARRETT LAW ASSESSMENT

ASSIGNED TO COMMITTEE _____

EP

Public Works